

## **SECTION 2**

### **SPECIAL CONDITIONS**

#### **POWER GENERATING SYSTEMS, MAINTENANCE, REPAIR AND PURCHASE**

##### **2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for inspection, testing, preventative maintenance, replacement parts, and repair services of various types of generators in conjunction with the County's needs.

This solicitation will also establish a pool of pre-qualified submitters for the purchase and installation of generators on an as-needed basis. Entry into the Pre-qualification pool is not a contract between Miami-Dade County (MDC) and any member of the pool, but rather is an acknowledgement that the pool member satisfies the pre-qualification criteria. Pre-qualified submitters will be invited to participate in future spot market competitions. The pool shall remain open for the term of the solicitation, enabling submitters to qualify at any time after the initial solicitation opening date.

##### **DEFINITIONS**

**Submittal** – shall refer to the form submitted in response to this solicitation.

**Submitter** – shall refer to anyone responding to this solicitation.

**Request for Quote (RFQ)** – a solicitation where pre-qualified submitters are invited to quote on specific product or service, evaluated and awarded based on lowest price.

**Work Order Proposal Request (WOPR)** – a solicitation issued where pre-qualified submitters are invited to quote on a specific product or service, evaluated and awarded based on best value rather than upon the lowest price.

##### **2.2 TERM OF CONTRACT: SIXTY (60) MONTHS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Services Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the sixty (60) month contract term.

##### **2.3 METHOD OF AWARD**

**Group A:** Pre-Qualification for the purchase and installation of power generating systems.

**Group B:** Monthly and annual maintenance and repair services for the Aviation Department's power generating systems.

**Group C:** Semi-annual maintenance and repair services for the Fire Rescue Department's power generating systems.

**Group D:** Monthly and annual maintenance and repair services for the Seaport Department's power generating systems.

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**2.3.1 Group “A”: Pre-qualification of Submitters for the purchase and installation of power generating systems**

Submitters who meet the following minimum qualifications will be placed on a list for participation in future competitions.

**MINIMUM QUALIFICATIONS:**

- A. Submitters shall provide a letter on letterhead from the selected manufacturer showing that the submitter is an authorized distributor/dealer. The submitter may also provide at its option the manufacturer’s web site where the submitter is listed as an authorized distributor/dealer.
- B. Submitters must hold one (1) of the following licenses. A copy of the current license shall be provided with the bid submittal.
  - State of Florida electrical Contractor License issued by the Electrical Industry Licensing Board
  - Miami-Dade County Electrical Contractor License issued by the Construction Trades Qualifying Board
  - General Contractor License (State Certified or Miami-Dade County Registered)
- C. Submitters shall provide a list of no less than three (3) client references to whom they have sold and/or installed stationary generators. The following information shall be provided: name, telephone number and/or e-mail address.
- D. Submitters shall provide a contact name, along with the contact information of the individual in their organization who is knowledgeable and experienced in providing these services; and who will serve as the primary point of contact for the County. This person shall be able to communicate with the County and shall have full authority to act on behalf of the Submitter on all matters related to these services.

Submitters shall provide all of the specified information and documents listed above with their submittal form as proof of compliance to the requirement of this group. However, the County may, at its sole discretion and in its best interest, allow throughout the term of this solicitation Submitters to complete, supplement, or supply the required documents.

It shall be the sole prerogative of the County as to the number of Submitters who will be included under this group. During the term of this solicitation, the County reserves the right to add or delete Submitters as it deems necessary and in its best interests.

**2.3.2 Groups “B”, “C”, and “D”: Maintenance and repair of power generating systems**

Award of Groups “B”, “C”, and “D”, will be made to the lowest priced responsive, responsible Bidder on a group-by-group basis, who meets the minimum qualifications listed below. In order to be considered for award by group, the bidder shall offer prices for all items within a given group. The County will then select the bidder for award for each group by totaling the unit prices for all of the items within each group. If a bidder

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fails to submit an offer for any items within a group, its offer for that specific group will be rejected.

#### **MINIMUM QUALIFICATIONS:**

- A. Bidder must hold one (1) of the following licenses. A copy of the current license shall be provided with the bid submittal.
  - State of Florida Electrical Contractor License issued by the Electrical Industry Licensing Board
  - Miami-Dade County Electrical Contractor License issued by the Construction Trades Qualifying Board
  - General Contractor License (State Certified or Miami-Dade County Registered)
- B. Bidder shall provide a list of no less than three (3) client references to whom they have provided maintenance and repair services for stationary generators. The following information shall be provided: name, telephone number, and/or e-mail address.
- C. Submitters shall provide a contact name, along with the contact information of the individual in their organization who is knowledgeable and experienced in providing these services; and who will serve as the primary point of contact for the County. This person shall be able to communicate with the County and shall have full authority to act on behalf of the Submitter on all matters related to these services.

If the awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

#### **2.4 PRICES GROUP "B", "C", AND "D"**

The prices proposed by the bidder shall remain fixed for a period of no less than twelve (12) months after the commencement of the contract. After this period, bidder(s) may submit a price adjustment to the maintenance and hourly rates based on the Consumer Price Index (CPI), Urban Wage Earners and Clerical Workers, All Items, in the Miami-Ft. Lauderdale Area. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

It is the bidder's responsibility to request any price adjustment under this provision. For any adjustment to take effect on the next contract year, the bidder's request for adjustment should be submitted ninety (90) days prior to the then current contract year. The bidder's adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed to continue providing services at the same rate. Any adjustment request received after the start of the new contract year may not be considered.

The County reserves the right to reject any price adjustments submitted by the bidder.

#### **2.5 INSURANCE REQUIREMENTS**

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Bidder awarded Group B shall comply with Section 1, Paragraph 1.22 and the below, all other Bidders shall comply with Section 1, Paragraph 1.22.

The Bidder shall furnish to the County, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Commercial General Liability Insurance on a comprehensive basis, in an amount not Less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \*\$1,000,000 combined single limit per occurrence for bodily injury and property damage.

**\*Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5,000,000. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1,000,000 limit applies at all other airports.**

## **2.6 ADDITION/DELETION/MODIFICATION OF EQUIPMENT**

### **A. Additional Equipment**

Although this contract identifies specific equipment to be serviced, it is hereby agreed and understood that the County may at its option add new equipment after successful installation and start-up, to the contract. Should the County determine that additional existing equipment needs to be added to the contract, a quote shall be obtained from the successful Bidder currently servicing that group. If the price submitted by the Bidder for the additional equipment is not competitive, the County shall obtain price quotes from all the successful Bidders, and or obtain the quote for the additional equipment through a separate solicitation. If an additional department or agency and their existing equipment needs to be added to the contract, price quotes will be obtained from all the successful Bidders, and or obtain the quote through a separate solicitation.

### **B. Deletion**

Equipment may be deleted when such services are no longer required during the contract period; upon written notice to the Bidder.

## **2.7 DEFICIENCIES**

The bidder shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) business days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the bidder by the County's project administrator, who may confirm all such verbal reports in writing. The

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bidder shall bear all costs of correcting such rejected work. If the bidder fails to correct the work within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) business days of receipt of the notice. If the bidder fails to correct the work within the period specified in the notice, the County shall place the bidder in default, obtain the services of another bidder to correct the deficiencies, and charge the incumbent bidder for these costs; either through a deduction from the final payment owed to the bidder or through invoicing. If the bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

#### **2.8     REPAIRS (LABOR)**

Bidder(s) shall provide the County with labor and materials in strict accordance with all solicitation requirements on an as-needed basis. Accordingly, Bidder(s) shall indicate the cost of labor for repairs on the submittal form included within this solicitation. The Bidder(s) shall not offer an overtime hourly labor rate for an electrician and a helper that exceeds 1 ½ times the value of the regular hourly labor rate.

#### **2.9     PARTS**

Parts provided under this contract shall be free from defects and guaranteed suitable for their particular designed purpose.

##### **A.     Equal Products and Reconditioned Parts**

All reconditioned parts must be identified as such and be certified by the OEM. All equal products or reconditioned parts must be approved by the authorized County department's representative prior to being used in the repair or maintenance of the units.

The Bidder(s) shall not offer a cost of parts or materials that has any mark up from the Bidder(s) actual cost no matter if during regular or emergency repair. Bidder(s) shall include a copy of the original invoice reflecting the cost of all parts and materials provided.

#### **2.10    LUBRICANTS**

All lubricant oil and greases used shall comply with OEM specifications. Removal and proper disposal of all material including, but not limited to, oil, coolant, fluids and parts, shall be the responsibility of the bidder, at no additional fee to the County.

#### **2.11    COST ESTIMATES FOR EACH REPAIR**

Bidder(s) shall be required to submit a written estimate on each prospective repair under this contract before a work order for that specific repair is issued. The estimate must reflect the regular hourly wages as listed in Section 4 of this solicitation and the estimated cost of any materials needed for repairs. Bidder(s) shall provide a copy of the invoices for materials. Lump sum estimates shall not be accepted. The actual charge to the County for a specific repair shall not exceed ten percent (10%) of the bidder's initial estimate without the expressed prior approval from an authorized agent of the County.

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**2.12 EMERGENCY SERVICE**

Bidder(s) shall provide 24 hours, 7 days a week emergency service to the County under the contract. Maximum response time shall be within four (4) hours of notification from the County. Payment for services shall be in accordance with the specified rates listed in Section 4. After the first hour of service, hourly labor rates shall be prorated in ½ hour intervals. Only time on the job site shall be invoiced.

**2.13 SMALL BUSINESS CONTRACT MEASURES**

Section 1 from the General Terms and Conditions, Paragraph 1.44 – Small Business Enterprises (SBE) Measures, Bidder(s) awarded Group B, C, and/or D are exempt. The application of measures will be determined at the time the RFQ is issued and may include but not be limited to, a set-aside, a goal, bid preference or other measures. All individual RFQs will be reviewed by SBD for applicable measures prior to advertising.

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**POWER GENERATING SYSTEMS, MAINTENANCE, REPAIR AND PURCHASE**

**3.1 SCOPE**

These specifications cover the inspection, testing, preventative maintenance, replacement parts, and repair services of various types of generators.

**3.2 MAINTENANCE (GROUPS “B”, “C”, and “D”)**

Bidder(s) shall inspect, test, and perform preventative maintenance during each scheduled visit to ensure reliable and continuous safe operation of the generator and associated transfer switches. The maintenance work shall be in accordance with Original Equipment Manufacturer (OEM) standards. Consumable parts such as air filters, gaskets, oil filters, belts, hoses, shall be included in the bid price. These consumable parts do not need to be OEM.

Bidder(s) shall make every effort to ensure that technicians are assigned to the same site during the life of the contract.

**A. Monthly Services**

Shall include at minimum the inspection, testing, and preventative maintenance actions to ensure the continuous and safe operations of the following components of each system:

1. Fuel supply and return lines (for condition and leaks)
2. Diesel day tank operation. Record fuel tank level
3. Engine and fluid levels
4. Engine drive belts
5. Battery electrolyte levels and distilled water
6. Operation and condition of battery chargers
7. Operation and condition of air starters, and oil levels
8. Operation and condition of radiators, heat exchangers and hoses/piping
9. Grease level and condition of automatic greasers
10. Condition of water pump and fan idler bearings. Lubrication required
11. Operation and condition of radiator louvers
12. Condition of Governor Linkage and proper oil level. Lubrication required
13. Air filters elements inspection. Air filters should be changed when the filter sensor indicates so or when the filter will not last until the next inspection.
14. Engine conditions while on, gauges, fluids and exhaust leaks.
15. Engine conditions after shutting down and then switched into auto.
16. Record any abnormal condition and correct.
17. Clean and check condition of engine and surrounding area.
18. Enter current meter reading and comments.
19. Transfer switches and connected panels.
20. Notify the department of any deficiencies found.

**B. Semi-Annual Services**

Will include the monthly service above, as well as the following:

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1. Take lube oil sample for lab analysis and enter comments on results.
2. Enter current meter reading and any comments.

C. Annual Services

Shall include at a minimum the inspection, testing, and preventative maintenance actions to ensure the continuous and safe operations of the following:

1. General

- a) Lube oil sample lab analysis (results to be on records).
- b) Enter current meter reading and comments.

2. Cooling System

- a) Pressure check system for leaks
- b) Hoses, clamps and drive belts conditions
- c) Coolant sample lab analysis (results to be on records)
- d) Radiator louvers (lubricate as needed)

3. Air Cleaner Element

Housing and gasket and hose (replace as needed)

4. Governor

Oil levels

5. Engine

- a) Engine oil sample lab analysis, under cold engine and at operating temperature.
- b) Crankcase drain and oil and oil filters replace
- c) Crank pressure (adjust when applicable)
- d) Inspect torque on engine mounting bolts
- e) Turbo charger conditions

6. Valve Lash

Valve Lash inspection and adjust. Bidder shall detect any existing problem related to the valve lash. If a problem is perceived, then an inspection is required.

7. Linkages

- a) Linkages inspection and adjust
- b) Linkage fittings (lubricate as needed)

8. Alarms & Shutdown Systems



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#### **TECHNICAL SPECIFICATION**

Alarms & shutdown systems testing

9. **Batteries**

- a) Electrolyte levels
- b) Terminals and connections (clean as needed)
- c) Protective coating spray
- d) Battery operation condition

10. **Volt and Amp Check**

Gravity test (results to be on records)

11. **Exhaust System**

- a) Leaks
- b) Support brackets condition
- c) Rain cap operation condition

12. **Ignition System**

- a) Ignition components operations conditions
- b) Ignition components (inspect and replace as needed). If replacement is needed, labor rate and materials shall apply.

13. **Transfer Switches**

- a) Transfer Switch operation testing (under generator load and voltage, amperage, Hertz)
- b) Testing output to be on records.

### **3.3 WORK RECORDS**

Bidder(s) shall maintain a complete set of records of the inspections (scheduled and unscheduled) including, but not limited to, inspection dates, equipment checked, pieces of equipment replaced, oil analysis report, technicians involved, system operation and performance status, recommendations for improvement, etc. One copy of the records shall be provided to the department Project Manager on every inspection. Technicians shall sign records at the end of the inspection. These records shall be available when requested throughout the contract term. The County shall have access to these records until there is a final settlement of any claims under this contract.

### **3.4 SECURITY**

Bidder(s) personnel working on-site at any Miami-Dade County facilities must have photo identification prominently displayed at all times. The photo identification must contain the employee's full name, the Bidder's official logo or name, Bidder's contractor license number, and a unique employee identification number.